

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (the “Agreement”) is entered into by and between Fusion Industries, LLC and any present or future subsidiaries or affiliates names directly or indirectly (the “Company”) and the party executing this Agreement as the Contractor (the “Contractor”) to be effective as of the date last written below, (the “Effective Date”). Company and Contractor may be referred herein in the singular as “Party” or collectively as “Parties”.

In consideration of the premises and the obligations to be performed and covenants to be kept by the Parties, the Parties agree as follows:

1. Master Service Agreement. This Agreement shall control and govern all work performed or to be performed by Contractor for Company from the Effective Date until termination of the Agreement.
2. Work to Be Performed. Upon the Company’s issuance of a written work order, the Contractor will undertake the work described in the work order and carry out such work with due diligence and in a good and workmanlike manner to completion.
3. Termination. Either Party may terminate this Agreement, without cause or reason, by giving thirty days advance written notice to the other Party. All work orders in progress at the time of termination shall at the option of the Company, be completed by Contractor and said termination shall have no effect upon the rights of the Parties hereto as they pertain to prior or existing work orders and any liabilities or injuries arising thereunder. If Company at any time shall become dissatisfied with the performance of Contractor as to any particular work order, it shall have the right to terminate Contractor’s work on such work order by five days advance written notice to Contractor and, may either complete the work order itself or contract its completion to a third party. In such an event Contractor shall be credited with the full contract price of the work order less the cost of completion. Contractor shall be entitled to any positive balance and shall be obligated to Company for any negative balance. Termination as to a particular work order will not terminate this Agreement or any other project work then in progress.
4. Insurance.
 - (a) Insurance Obligation. Contractor shall procure and maintain, at its sole expense, with solvent insurers and insurers which carry an A.M. Best rating of “A-X” or better, policies of insurance in the minimum amounts set forth in Table 4 (a) 1 below, to cover all obligations and indemnification owed by Contractor to Company under this MSA and to cover all loss and liability for damages on account of bodily injury, including death, and injury to, or destruction of, property caused by, or arising from, any and all work or Services performed under this MSA. It is expressly understood and agreed that the insurance provisions of this MSA, including the minimum required limits of Exhibit A, are intended to assure that certain minimum.



EXHIBIT A
MINIMUM INSURANCE REQUIREMENTS
TO BE MAINTAINED BY CONTRACTOR

Workers Compensation Insurance as prescribed by applicable law.

Employer's Liability Insurance shall have the limits of liability as prescribed by applicable law or if not prescribed by applicable law, shall be not less than \$1,000,000 per occurrence.

Commercial or Comprehensive General Liability Insurance (Bodily Injury and Property Damage) including the following supplementary coverage: (i) Contractual Liability to cover liability assumed under this agreement, (ii) Product and Completed Operations Liability Insurance, (iii) Broad Form Property Damage Liability Insurance, and (iv) explosion, collapse and underground hazards. The limit of the liability for such insurances shall not be less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. If a combined single limit is provided, total coverage shall not be less than \$1,000,000.

Automobile Bodily Injury and Property Damage Liability Insurance covering owned, non-owned and hired automobiles used in the performance of this Agreement. The limits of liability of such insurance shall not be less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 per occurrence for property damage. If a combined single limit is provided, total coverage shall not be less than \$1,000,000.

Excess Liability or Umbrella insurance following form with the above coverage with limits of not less than \$5,000,000.

Contractor shall provide Company with copies of the Waiver of Subrogation endorsements for General Liability, Automobile Liability and Workers Compensation. The The above insurance shall include a requirement that the insurer provide the other party with 30 days' written notice prior to the effective date of any cancellation or material change of the insurance. Each Party shall provide the other Party with a certificate of insurance evidencing the above insurance policies upon request.

Subcontractors. To the extent that a Party does not require, or such Party's subcontractor does not obtain insurance coverage consistent with the above requirements, such Party agrees to indemnify and save the other Party and its Group harmless from all Losses to which said coverages would have applied, provided, however that in no event shall such indemnity exceed the risks and liabilities specifically assumed by the Parties pursuant to this Agreement. The foregoing shall in no way limit nor expand the entire indemnity obligation of the Parties pursuant to this Agreement.

5. Indemnity.

- (a) Definitions. For purposes of this Agreement: (i) the term “Contractor Group” shall mean the Contractor and its parent, subsidiary, related and affiliated companies, and its and their co-owners, co-lessees, partners, joint venturers and contractors and subcontractors of every tier, and its and their representatives and invitees, and the shareholders, officers, directors, employees, and agents of all of the foregoing; (ii) the term “Company Group” shall mean the Company and its parent, subsidiary, related and affiliated companies, and its and their co-owners, co-lessees, partners, joint venturers and contractors and subcontractors of every tier (excluding any member of the Contractor Group), and its and their representatives and invitees, and the shareholders, officers, directors, employees, and agents of all of the foregoing; (iii) “third Party” shall mean a person or entity that is not a member of the Contractor Group or the Company Group; (iv) the phrase “directly or indirectly arising from or resulting from the performance of this Agreement” shall be broadly construed to include, but not be limited to, not only formal work pursuant to the Agreement, but also any occurrences at the work site, including transportation to and from the work site (other than personal or public transportation to the work site), breaks of all kinds, including without limitation breaks for meals and rest, horseplay of all kinds, or volunteering of all kinds to assist others in their work; and (v) the term “Losses” means all losses, liabilities, damages, claims, demands, fines, penalties, costs or expenses, including reasonable attorney fees and court costs.
- (b)

1. SCOPE OF AGREEMENT. It is contemplated that from time to time Contractor will be requested by Fusion to perform certain work and services (“Work”) for Fusion. Fusion shall not be obligated to request Contractor to perform any Work and Contractor shall not be obligated to accept Fusion’s requests to perform Work, but it is expressly understood and agreed that any and all Work requested by Fusion and accepted by Contractor shall be controlled and governed by the provisions of this Agreement.

2. PAYMENT. The amount of compensation payable to Contractor shall be that agreed to by Fusion and Contractor at the time the request for Work is accepted, but in no event shall the compensation be greater than that normally charged by Contractor for similar work or services. Payments to Contractor may be withheld in whole or in part by Fusion if Fusion determines that (i) the withholding is necessary to protect Fusion from claims or losses due to Contractor’s failure to comply with this Agreement or (ii) Contractor’s failure to furnish proof

satisfactory to Fusion showing that all bills for material and labor have been fully paid by Contractor and that the premises are not subject to any liens or claims of liens.

3. AUDIT. Contractor and its subcontractors shall keep a true and correct set of records pertaining to all Work performed under this Agreement, including supporting documentation, for two (2) years following completion of the Work, and Fusion shall have the right to audit Contractor and inspect and copy such records during such two (2) year period.

4. INDEPENDENT CONTRACTOR/INSPECTIONS.

- a. Contractor and its subcontractors shall be solely responsible for any and all salaries, employee benefit plans, taxes, insurance, and any and all other compensations and responsibilities for their respective employees. It is the understanding and intention of the parties hereto that no relationship of master and servant or principal and agent shall exist between Fusion and the employees, agents or representatives of Contractor, and that all work or services covered hereby shall be performed at the sole risk of Contractor.
- b. All work or services rendered or performed by Contractor shall be done with due diligence, in a good and workmanlike manner, using skilled, competent and experienced workmen and supervisors. Contractor warrants full, clear and unrestricted title to all materials and equipment supplied by Contractor in performance of any Work free and clear of any and all liens, security interests, encumbrances and claims of others. Any portion of the Work found defective or unsuitable and all damages resulting therefrom shall be removed, replaced or corrected by Contractor without additional cost or risk to Fusion. Contractor agrees to inspect all materials and equipment furnished by Fusion directly employed in the course of operations conducted hereunder and shall notify Fusion of any apparent defects therein before using such materials and equipment. Should Contractor use such materials and equipment without notifying Fusion of any defect, Contractor shall be deemed to have assumed all risk and liability for any mishap that may occur in operations conducted hereunder by reason of failure or defects in such materials and equipment. Contractor shall not be liable for claims due solely to latent defects.

5. WARRANTY. Contractor warrants that all Work performed by Contractor shall be done with due diligence, in a good and workmanlike manner, using skilled, competent, and experienced workmen and supervisors, and shall comply with all laws, regulations, and ordinances. Time is of the essence in the completion of any Work under this Agreement. Unless otherwise agreed in writing by the parties, Contractor warrants that all materials, equipment, supplies or manufactured articles furnished by Contractor in the performance of the Work entering into or necessary to the construction or the completion of the Work shall be the best quality for the respective purposes, free from defects, merchantable, and fit for its intended purpose. Any portion of the Work found to be defective or unsuitable in the reasonable judgment of Fusion or not in compliance with any law, regulation, or ordinance shall be removed, replaced, or corrected by Contractor without additional cost or risk to Fusion.

6. TAXES, PERMITS, AND LICENSES. Unless otherwise agreed in writing by the parties, Contractor shall secure all licenses and permits, make all cash and other deposits, provide all bonds, and give all notices required either by law, regulation, ordinance, or permit in connection

with any Work performed under this Agreement. Contractor agrees to pay, promptly when due, all license fees, duties, and assessments and all sales, use, excise, and other taxes or charges, including any interest and penalties, now or hereafter imposed by any governmental body or agency upon any materials, supplies, equipment, or services provided by Contractor pursuant to this Agreement. Unless otherwise agreed in writing by the parties, Contractor shall prepare and file promptly with the appropriate offices any and all tax and other similar returns required to be filed with respect to the Work and send copies thereof to Fusion or, if requested by Fusion, notify Fusion of such requirement and furnish Fusion with all necessary information so that it may effect such filing.

7. CONTROL OF PREMISES. Unless otherwise agreed in writing by the parties, Contractor shall have at least one of its representatives present at and during all Work performed under this Agreement. Fusion may, in its sole discretion, request that Contractor, its subcontractors, or any of their respective employees or invitees be removed from the premises. If Fusion makes such a request, Contractor shall remove such individual or individuals from Fusion premises and not allow their return until such return is approved by Fusion. Fusion may condition such individual's return upon Contractor providing proof satisfactory to Fusion that the individual (i) has tested negative for drugs and/or alcohol and or (ii) has met any other conditions Fusion may impose.

8. PROHIBITED ARTICLES. Contractor, its subcontractors, and each of their respective employees and invitees shall not possess or bring onto Fusion's premises any illegal drugs, prescription drugs for which the individual has no prescription, legal drugs in excessive amounts, drug paraphernalia, alcoholic beverages, firearms and other weapons, contraband or stolen property. If any of the above articles are brought onto Fusion's premises, the individual possessing the prohibited articles will be ordered off the premises and may not, in Fusion's sole discretion, be permitted to re-enter. Fusion's personnel may, without prior announcement at such times and at such locations as Fusion considers appropriate, conduct inspections and searches of any individual or property on Fusion's premises.

9. PERFORMANCE OF WORK. In performing all Work under this Agreement, Contractor shall (i) comply with all applicable safety, health, and environmental laws, regulations, and ordinances, (ii) comply with all of Fusion's safety, health and environmental rules or policies, (iii) provide its employees with appropriate safety, health and environmental training, (iv) provide its employees with appropriate, functioning safety equipment, (v) ensure that its employees use the provided safety equipment at all times in a proper and safe manner, (vi) ensure that its subcontractors comply with the requirements of this paragraph, and (vii) comply with any lease terms or other contracts applicable to the Work, including, but not limited to, surface and road use agreements.

10. ACCIDENTS. Contractor shall immediately report in writing to Fusion all accidents or occurrences resulting in illness or injuries to any person or damage to any property arising out of or during the course of the Work and shall furnish Fusion with a copy of reports or such accidents and occurrences made by Contractor to Contractor insurer or to others. Except in emergency situations, Contractor shall not remove any damaged property from Fusion's premises without the prior written consent of Fusion. Fusion shall have the right to request the Total Recordable Incidence Rate and Days Away Restricted Time along with OSHA 300 logs from the Contractor.

11. EQUAL EMPLOYMENT OPPORTUNITY. Contractor and its subcontractors warrant that they will comply with all applicable equal employment opportunity statutes, rules, and regulations promulgated by the federal government and all applicable state and local governments.

12. RISK OF LOSS.

- a. Contractor assumes the risk of loss at all times for damages to or destruction of Contractor's equipment and materials, regardless of how such damage or destruction occurs. Fusion shall be under no liability to reimburse Contractor for any such loss or damage thereto. Contractor shall protect, defend, indemnify and hold harmless Fusion from any and all damage or loss thereof, regardless of the negligence or fault (active or passive) of any party or parties including the sole, joint or concurrent negligence of Fusion, any theory of strict liability and defect of premises or the unseaworthiness of any vessel (whether or not preexisting the date of this Agreement), arising in connection herewith in favor of Contractor, Contractor's contractors, or Contractor's invitees.
- b. Fusion assumes the risk of loss at all times for damage to or destruction of Fusion's equipment and materials except where such damage or destruction results from or arises out of Contractor's operations.

13. INSURANCE.

- a. Contractor shall secure and maintain during the term of this Agreement, at a minimum, the types and amounts of insurance reflected on Exhibit A attached hereto appropriate to the Work performed by Contractor.
- b. All liability policies shall include coverage for defense costs. All insurance shall be underwritten by carriers acceptable to Fusion. Prior to commencing the Work, Contractor shall furnish Fusion with insurance certificates to evidence the required coverage. Upon the request of Fusion, Contractor shall provide Fusion with a copy of any such insurance policy. Such insurance policies shall be endorsed to indicate that (i) the coverage includes Fusion as an additional insured (except Worker's Compensation coverage) with all such insurance being primary to any insurance of Fusion that may apply, (ii) the insurer waives its right of subrogation against Fusion, (iii) Fusion will be notified in writing thirty (30) days prior to any changes or cancellation in Contractor's insurance coverage required by this Agreement, and (iv) there shall be no recourse against Fusion for payment of premium.
- c. Contractor shall be solely responsible for deductibles required under such policies and Contractor shall not under any circumstances call upon Fusion for payment of

such deductibles. Contractor shall defend, indemnify, and hold harmless Fusion and its officers, directors, employees, and agents from and against any and all claims, demands, causes of action, or suits with respect to such deductibles whether as a result of the negligence in whole or in part of Fusion.

- d. Contractor shall require all subcontractors to obtain, maintain, and keep in force during the time in which they are engaged in performing Work, adequate coverage in accordance with Contractor's normal practice and furnish Fusion acceptable evidence of such insurance upon request. All policies of subcontractors shall be endorsed to provide a waiver of subrogation as to Fusion.

14. INDEMNIFICATION.

- a. It is agreed between Fusion and Contractor that certain responsibilities and liabilities for personal injuries and property damage arising out of the performance of this Agreement should be allocated between them in order to avoid protracted litigation between Fusion and Contractor along with the associated legal expenses and so that insurance or self-insurance may be arranged by each party as necessary to protect them against these exposures to loss. The following sets out the specifics of the agreements between Fusion and Contractor as to the allocation of the responsibilities and liabilities.
- b. **Contractor agrees to protect, defend, indemnify and hold harmless Fusion, its officers, directors, employees or their invitees, and any working interest owner or non-operator for whom Fusion is obligated to perform services, from and against all claims, demands, and causes of action of every kind and character without limit and without regard to the cause or causes thereof or the negligence or fault (active or passive) of any party or parties including the sole, joint or concurrent negligence of Fusion, any theory of strict liability and defect of premises, or the unseaworthiness of any vessel (whether or not preexisting the date of this Contract), arising in connection herewith in favor of Contractor's employees, Contractor's subcontractors or their employees, or Contractor's invitees on account of bodily injury, death or damage to property.**
- c. **Fusion agrees to protect, defend, indemnify and hold harmless Contractor, its officers, directors and employees or their invitees, from and against all claims, demands, and causes of action of every kind and character without limit and without regard to the cause or causes thereof or the negligence or fault (active or passive) of any party or parties including the sole, joint or concurrent negligence of Contractor, any theory of strict liability, any professional liability, and defect of premises, or the unseaworthiness of any vessel (whether or not preexisting the date of this Contract), arising in connection herewith in favor of Fusion's employees, Fusion's contractors (other than Contractor herein) or their employees, or Fusion's invitees on account of bodily injury, death or damage to property.**
- d. **Contractor agrees to protect, defend, indemnify and hold harmless Fusion, its officers, directors, employees or their invitees, and any working interest owner**

or non-operator for whom Fusion is performing services, from and against all claims, demands, and causes of action of every kind and character arising from the acts of Contractor in favor of third parties and persons not employed or contracted by Contractor or Fusion on account of bodily injury, death or damage to property.

- e. **Fusion agrees to protect, defend, indemnify and hold harmless Contractor, its officers, directors, employees or their invitees from and against all claims, demands, and causes of action of every kind and character arising from the acts of Fusion in favor of third parties and persons not employed or contracted by Contractor or Fusion on account of bodily injury, death or damage to property.**
- f. Each party shall notify the other party immediately of any claim, demand, or suit that may be presented to or served upon it by any party arising out of or as a result of work performed pursuant hereto, affording such other party full opportunity to assume the defense of such claim, demand, or suit and to protect itself under the obligations of this Section. Each party covenants and agrees to support this indemnity agreement by available liability insurance coverage as set forth in Exhibit A. In the event that this Agreement is subject to the indemnity limitations of any applicable State law, and so long as that law is in force, then it is agreed that the above obligations to indemnify are limited to the extent allowed by law.
- g. In claims against any person or entity indemnified under this Section 14 by an employee of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 14 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor under Workers' or Workmen's Compensation acts, disability benefit acts or other employee benefit acts.
- h. If it is judicially determined that the monetary limits of insurance required hereunder or of the indemnity voluntarily assumed under this Section which Contractor agrees will be supported either by equal liability insurance or voluntarily self-insured, in part or whole, exceeds the maximum limits permitted under such law, it is agreed that said insurance requirements or indemnity shall automatically be amended to conform to the maximum monetary limits permitted under such law.
- i. The indemnity provisions of this Agreement shall apply to any and all work performed, services rendered or material supplied by Contractor on behalf of Fusion whether Fusion is acting in the capacity of an operator, non-operator or working interest owner.
- j. Any defense and indemnity by either party under this Agreement shall include, but not be limited to, all expenses of litigation, court costs, and attorney fees that may be incurred by or assessed against the party being indemnified.

15. CONFIDENTIALITY. Each party shall not disclose to any third party any information obtained in performance of the Work, including the nature and location of the Work and the other party's processes and procedures.

16. TERM AND CANCELLATION. This Agreement shall become effective upon execution by Contractor and Fusion and shall continue in force and effect until thirty (30) days following delivery by either Fusion or Contractor of written notice of cancellation to the other; provided, however, that any Work in progress on the effective date of such cancellation shall be controlled and governed by this Agreement until its completion to Fusion's satisfaction. All indemnity provisions of this Agreement shall survive cancellation of this Agreement.

17. CANCELLATION OF WORK. Fusion may at any time and for any reason cancel any Work in whole or in part by giving written notice to Contractor. If Contractor is not in default at the time of such cancellation, Fusion shall pay Contractor for services actually provided by Contractor to the date of the cancellation notice. If Contractor is in default at the time of cancellation, Fusion shall pay Contractor for services actually provided by Contractor to the date of the cancellation notice, less any amount of damages incurred as a result of Contractor's default.

18. EVENTS OF DEFAULT. Contractor shall be in default under this Agreement and any and all Work hereunder if it (i) fails to abide by any provision of this Agreement, (ii) becomes insolvent, (iii) makes an assignment for the benefit of creditors, (iv) is adjudicated bankrupt, (v) admits in writing its inability to pay debts as they become due, (vi) institutes any proceeding for relief of debtors or appointment of a receiver, trustee, or liquidator, (vii) institutes a voluntary petition in bankruptcy, or (viii) fails to remove within thirty (30) days any attachment which is levied upon Contractor's equipment or property.

19. ASSIGNMENT. This Agreement shall be binding upon the parties hereto and their respective heirs, successors, or assigns. Neither this Agreement nor any part hereof may be assigned or sublet by Contractor without the prior written consent of Fusion.

20. CONFLICT OF DOCUMENTS. If there is a conflict between the provisions of this Agreement and any other documents concerning the Work performed under this Agreement, the order of precedence for purposes of resolution shall be first, the provisions of any agreement drafted by Fusion for either the (i) rental and/or servicing of equipment or (ii) drilling of a well, if applicable; third the provisions in this document; and fourth, the provisions of other documents prepared by Fusion.

21. ENTIRE AGREEMENT/MODIFICATION. This Agreement sets forth the entire agreement between Contractor and Fusion with respect to its subject matter. All prior negotiations and dealings regarding the subject matter hereof are superseded by and merged into this Agreement. No modification of this Agreement shall be effective unless made in writing and signed by both parties.

22. PARTIAL INVALIDITY. If any provision of this Agreement is found to be invalid in any respect, the remaining provisions of this Agreement shall remain valid and enforceable as if the invalid provision were merely deleted.

23. WAIVER. Any waiver on the part of Fusion or Contractor of any term or condition of this Agreement shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term or condition of this Agreement.

24. NOTICES. All notices as required by this Agreement shall be effective when sent by certified mail to the address listed below.

25. APPLICABLE LAW/JURISDICTION AND VENUE. The rights, obligations, and liabilities of the parties and the provisions of this Agreement shall be determined and construed in accordance with the laws of the State of Oklahoma. Contractor and Fusion hereby agree and consent that the jurisdiction and venue of any lawsuit arising from or in connection with the terms and conditions of this Agreement shall be in any Oklahoma county selected by Fusion.

26. HEADINGS. All headings used in this Agreement are solely for the purpose of convenience and shall in no manner be deemed to be a part of this Agreement or used in interpreting its terms.

IN WITNESS WHEREOF, Fusion and Contractor have executed this Agreement on the dates indicated below:

Fusion Mechanical, LLC

By: Pat Waddell

Name: Pat Waddell

Title: President

Address:

Fusion Mechanical, LLC
3001 E. Memorial Rd.
Edmond, OK 73013

Contact: Rhonda Maston

Email: rmaston@fusion-ind.com

Phone: 405-772-7100

Contractor: United Services, LLC

By: Vern Roy

Name: Vern Roy

Title: President

Address:

8001 North Mesa St. Apt 279
El Paso, TX 79932

Contact: Diego Lebaron - Gen. Manager

Email: missionunitedenergy.moe.com

Phone: 701-651-5667

Fax:

Date Signed: 4/25/21

**EXHIBIT “A”
TO
MASTER SERVICE AGREEMENT**

MINIMUM REQUIRED INSURANCE LIMITS

Required Coverage		Category #1	Category #2	Category #3
Workers Compensation **		State Requirement	State Requirement	State Requirement
Employers Liability		\$500,000	\$500,000	\$500,000
General Liability		\$500,000	\$1,000,000	\$1,000,000
Pollution Liability		\$500,000	\$1,000,000	\$1,000,000
Automobile Liability		\$500,000	\$1,000,000	\$1,000,000
Umbrella Liability		N/A	\$4,000,000	\$10,000,000
Operators Extra Expense:				
Wells 0' to 10,000'		N/A	N/A	\$5,000,000
Well 10,001' +		N/A	N/A	\$10,000,000
Care, Custody & Control		N/A	N/A	\$1,000,000
Type of Contractors/Vendors				
1.	Pumpers/Welders	X		
2.	Mechanics	X		
3.	Well Servicing and Casing Pulling			X
4.	Plant Construction		X	
5.	Roustabout Service		X	
6.	Drilling Contractors			X
7.	Pipeline Construction			X
8.	Downhole Service Services - Cementing, Fracturing, Acidizing, Perforating, Wireline, Bottomhole Testing, Electric Logging, Casing Crews, Drilling Mud & Chemicals			X
9.	Non-Destructive Testing of Tubular & Line Pipe, Electronic-Magnetic Particle including Hydrostatic Testing		X	
10.	Road & Drilling Site Building including Reserve Pits			X
11.	Well Heads, Setting High Pressure Heads, Spools, Xmas Trees, etc.			X
12.	Vendors of Equipment & Supplies	X		
13.	Consultants – Geological, Engineering, Drilling & Workovers		X	
14.	Weed Control Services	X		
15.	Truckers – Non Regulated		X	
16.	Truckers – Regulated		X	
17.	Not Otherwise Classified	X		

**** SOLE PROPRIETORS ONLY:** If you are a Sole Proprietor, Oklahoma and Texas do not require Workers Compensation Coverage. In Oklahoma you must provide a Waiver for Independent Contractor, which basically means you have elected not to carry Workers Comp or, a statement stating you are a Sole Proprietor and have elected not to carry Workers Comp. For Texas, Sole Proprietors must provide a waiver of Workers Compensation or a statement to Fusion Industries, LLC that you are a Sole Proprietor and have elected not to carry Workers Comp. This stipulation for Sole Proprietors is not negotiable. General Liability is accepted in lieu of Employers Liability for Sole Proprietors only. Everyone has to have Automobile Liability. You may fax or email your Statement, or Waiver to: rmaston@fusion-ind.com, 405-730-8086 fax or call 405-772-7100 if you have any questions regarding Insurance Requirements.